

A. G. Contract No. KR98 0613TRN
ADOT ECS File No. JPA 98-47
Project: H4228 01C
Section: I-40B @ Andy Devine

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
MOHAVE COUNTY

THIS AGREEMENT is entered into 12 AUGUST, 1998,
pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as
amended, between the STATE OF ARIZONA, acting by and through its
DEPARTMENT OF TRANSPORTATION (the "State") and MOHAVE COUNTY, ARIZONA,
acting by and through its BOARD OF SUPERVISORS (the "County").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.
2. The County is empowered by Arizona Revised Statutes Section 11-251 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the County.
3. Incident to an improvement project to I-40B in the County contemplated by the State, the County has requested the State construct sidewalks, curb & gutter, a concrete driveway and wheel chair ramps at the intersection of Andy Devine, at a cost currently estimated at \$40,000.00, all at County expense, hereinafter referred to as the Project.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

NO. 22590
Filed with the Secretary of State
Date Filed: 08/12/98
Robert Paulina
Secretary of State
Billy D. Shaverwood

II. SCOPE OF WORK

1. The State will:

- a. Review and comment on the County provided design plans, specifications and such other documents needed for said project. The state will provide services required for construction bidding and construction.
- b. Call for bids and award one or more construction contracts for the Project. Administer same and make all payments to the contractor. Be responsible for any contractor claims for extra compensation due to delays or whatever reason attributable to the State on the States project.
- c. Invoice the County for the reasonable direct actual cost of the Project, in an amount currently estimated at \$40,000.00.
- c. Upon completion, approve and accept the Project as complete on behalf of the parties hereto.

2. The County will:

- a. Provide to the State Project design documents. Incorporate State review comments.
- b. Retain the right to cancel the Project due to excessive cost after bid opening but prior to construction contract award. Be responsible for any contractor claims for extra compensation attributable to the County.
- c. Within 30 days after receipt of an invoice, pay the State for the reasonable direct actual cost of the Project, in an amount currently estimated at \$40,000.00.
- d. Upon completion and acceptance, provide maintenance to the Project outside the State right-of-way, and to Project sidewalks within or outside of the State right-of-way.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said project and payments; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be canceled at any time prior to the award of a construction contract, upon thirty (30) days written notice to the other party.
2. This agreement shall become effective upon filing with the Secretary of State.
3. This agreement may be canceled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

Mohave County
County Manager
PO Box 7000
Kingman, AZ 86401


7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

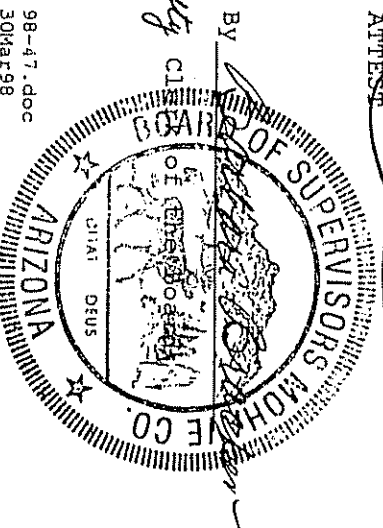
MOHAVE COUNTY

STATE OF ARIZONA
Department of Transportation

By 
James R. Zabrosky, Chairman
Board of Supervisors

By 
EDWARD D. CRITCHON
Deputy State Engineer

ATTEST



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RESOLUTION

BE IT RESOLVED on this 30th day of March 1998, that I, the undersigned MARY E. PETERS, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with the City of Kingman for the purpose of defining responsibilities for the construction and maintenance of sidewalk and other related improvements on I-40B at the intersection of Andy Devine.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Deputy State Engineer for approval and execution.

A handwritten signature in dark ink, appearing to read 'DAVID ALIOCCO', is written over a horizontal line.

DAVID ALIOCCO, Manager
Engineering Technical Group
for Mary E. Peters, Director

RESOLUTION No. 98- 264

WHEREAS, the Board of Supervisors of Mohave County met in Special Session this 13th day of July 1998, and

WHEREAS, the City of Kingman has mandated certain improvements to Andy Devine (State Highway 66) as a condition of issuing a Building Permit for the construction of a Juvenile Detention Facility at 300 West Andy Devine, and

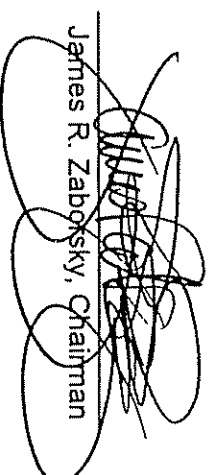
WHEREAS, the Mohave County Board of Supervisors has determined that it would be in the best interest of Mohave County to enter into and Intergovernmental Agreement with the Arizona Department of Transportation to have ADOT construct sidewalks, curb & gutter, a concrete driveway, and wheel chair ramps along State Highway 66 at County expense, and

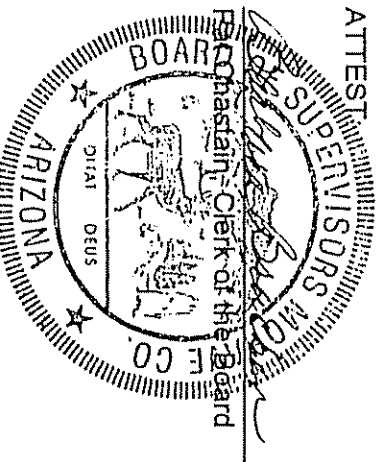
WHEREAS, ARS 11-952 empowers the Board of Supervisors of Mohave County to enter into agreements, and

WHEREAS, James R. Zaborisky, Chairman of the Mohave County Board of Supervisors is hereby authorized to execute the Intergovernmental Agreement and any amendments and/or modifications thereto on behalf of Mohave County.

PASSED, APPROVED AND ADOPTED this 13th day of July 1998

MOHAVE COUNTY BOARD OF SUPERVISORS


James R. Zaborisky, Chairman



APPROVAL OF THE MOHAVE COUNTY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and MOHAVE COUNTY and declare this agreement to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona.

DATED this 24 day of June, 1998.


County Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

GRANT WOODS
ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

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INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR98-0613TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATE August 3, 1998.

GRANT WOODS
Attorney General

A handwritten signature in dark ink, appearing to read "James R. Redpath", is written over a horizontal line.

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:ev/14204

Enc.